

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Bidders prequalified under this solicitation will be deemed eligible to participate in future bidding opportunities which may include electronic bidding. The successful Bidder(s) in the bidding process will be granted access to stop at Miami-Dade County bus stops and to use bus stop sign posts owned and installed by Miami-Dade Transit (MDT) for placement of signs which indicate point of sale locations for tour tickets and hop-on/hop-off locations to board and disembark from tour buses.

3.2 TOUR BUSES

The tour buses the awarded Bidder intends to use for the provision of services described herein shall not exceed forty-five (45) feet in length to ensure the tour buses do not impede the free flow of traffic and are able to enter and exit bus stop locations in a safe and efficient manner. The tour buses to be used shall be properly registered.

3.3 BUS STOP LOCATION AND DESCRIPTION

3.3.1 The bus stop locations which will be offered for bid may, at the sole discretion of the County, be relocated or eliminated. If changes are made in the location of a sign post the County will notify the awarded Bidder who will have the option of accepting or rejecting the new location. If a location is rejected by the Bidder or eliminated by the County, the awarded Bidder may deduct the fee for that location from fees owed to the County and the County may offer the new location to other parties. The awarded Bidder is prohibited from making any changes, alterations, upgrades, expansions or additions to County property without prior written consent from the County.

3.3.2 A listing of bus stop locations being offered will be made available at the bidding stage. The number of stop locations which a single Bidder is awarded may be limited in the bidding process.

3.4 SPECIFICATION OF SIGNS

3.4.1 Signs installed by the awarded Bidder shall be attached to bus stop sign posts owned and installed by MDT. The signs shall display the following information only: Name and logo of the tour bus company. The business phone number, website, social media information, ticket information, or any other logo or written texts are not allowed to be displayed on the sign. Artwork of the proposed sign must be submitted in color to MDT for pre-approval. Subsequent to artwork approval by MDT, the awarded Bidder must submit one fabricated sign to MDT for approval before installation to ensure compliance with the required specifications.

3.4.2 The awarded Bidder shall furnish all labor, materials and equipment necessary for satisfactory performance of the services herein. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

3.4.3 The awarded Bidder is solely responsible for all installation and maintenance of its signs and all work of its contractors, subcontractors, independent contractors and any other person or entity performing work in connection with this pool.

- 3.4.4 The awarded Bidder shall provide a minimum of five (5) business days' notice to the County of the date and time it intends to install its sign(s) to afford the County sufficient time to provide staff to supervise the installation. The awarded Bidder shall pay MDT a supervision fee in the amount of \$40.00 per hour during the installation of the sign(s).**

3.5 WORK ACCEPTANCE

Installation services will be inspected by an authorized County representative. This inspection shall be performed to determine if the signs are properly installed and the service is being performed as described herein.

3.6 PERMITTED ACTIVITIES

- 3.6.1 The awarded Bidder may use bus stop sign posts owned and installed by MDT to display signs in compliance with the specifications described in Section 3.3 of this solicitation and to pick up and drop off passengers at the locations awarded to the Bidder. Award of locations does not grant the awarded Bidder any license or right to conduct business in the public right-of-way. The awarded Bidder may not sell tickets or any other items or services in the public right-of-way. Sales may take place after passengers have boarded tour buses.**
- 3.6.2 Tour buses may only stop for a period of time reasonably sufficient to drop-off and/or pick-up tour passengers. Failure to comply with any regulations, including but not limited to, regulations regarding the use of public right-of-way, may result in the immediate termination of the contract(s) awarded in the pool. The awarded Bidder shall not knowingly use or permit Miami-Dade County property to be used for any illegal purposes or for purposes not authorized herein.**
- 3.6.3 Tour buses are limited to no less than thirty (30) minutes frequency per bus stop. Failure to comply with the frequency requirement may result in the immediate termination of the contract(s) awarded in connection with this solicitation.**
- 3.6.4 If the awarded Bidder's tour bus has a malfunction or breaks down while at an MDT bus stop, the awarded Bidder will make every reasonable effort to safely move the tour bus from the bus stop to avoid interference with MDT bus operations.**

3.7 MAINTENANCE

The awarded Bidder, at its sole cost and expense, shall maintain all signs, accessories and equipment installed under the contract resulting from this solicitation and ensure that all such signs, accessories or other equipment installed remain safe and cause no damage or injury to the public or County personnel, the right-of-way or any other property. All installation shall, at all times, be kept in good order and repair and maintained in safe, clean and suitable condition. Any graffiti on the signs, accessories and equipment shall be immediately removed by the awarded Bidder.

3.8 SAFETY AND SECURITY

It is expressly understood that the awarded Bidder is solely responsible for the personal safety of its employees, invitees, patrons and any other persons, vehicles and equipment used for these services. The Bidder acknowledges and accepts full and sole responsibility for the security and protection of individuals

and property in connection with any activities performed under the contract. The County shall not in any way assume responsibility for the personal safety of such persons, equipment, vehicles or personal property in case of loss, theft, damage or any other type of casualty which may occur. The awarded Bidder shall provide additional security, if any, at its sole cost and expense to ensure the personal safety of its employees, agents, patrons, invitees and others, as well as to protect any personal property.

3.9 **LAWS AND REGULATIONS**

The awarded Bidder shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and municipal governments and shall, upon request of any authorized person or entity, provide proof of compliance with all applicable required licenses, permits and other legal requirements associated with performing the services herein. **Failure to comply with any regulations, including but not limited to, regulations regarding the use of public right-of-way, may result in the immediate termination of access to and use of the location(s) awarded to the Bidder.**

3.10 **REPRESENTATIONS**

The County does not represent any state of facts concerning the locations offered in this solicitation. The County does not grant the awarded Bidder(s) any right of property, nor shall the County be compelled to maintain any of its property any longer than, or in any other fashion than in the County's judgment, its own business or needs may require.

3.11 **SURRENDER**

Unless otherwise requested by the County, upon expiration or termination of any contract awarded in the pool, the awarded Bidder shall immediately remove all of its signs, accessories and equipment from MDT bus stop sign posts and cease to use the bus stops to pick-up and drop-off passengers. If the awarded Bidder fails to remove all of its signs, accessories and equipment within thirty (30) days of expiration or termination of the contract, the County shall remove and dispose all such items.

3.12 **DAMAGES**

The awarded Bidder shall, in no way, displace damage or destroy any property or facility belonging to the County and shall be solely liable and responsible for any damage to County property caused by the awarded Bidder, its agents, employees, patrons or invitees. Any necessary restoration shall be done to MDT's satisfaction. If the awarded Bidder fails to repair or replace damaged property and/or equipment within thirty (30) calendar days following occurrence and/or notification by MDT, and any additional time granted by MDT as is reasonable, MDT may, at its option, cause all required maintenance, repairs and/or replacements to be made at the awarded Bidder's expense. The awarded Bidder will pay MDT for all such costs incurred within thirty (30) calendar days of receipt of such notice by the MDT.

3.13 **NON-COMPLIANCE**

The County may conduct unannounced site visits at the bus stop locations to ensure the awarded Bidder is complying with all rules and regulations stipulated in this solicitation. If an awarded Bidder is found non-compliant, the County shall have the right to issue a warning, charge a non-compliance fee per bus stop location, or permanently remove a location from the awarded Bidders inventory. At the County's discretion,

the following scale will generally apply:

1st offense - warning

2nd offense - \$250

3rd offense and thereafter – \$500 and subject to the County permanently removing the location from the Bidder's inventory and/or termination of the contract(s) resulting from this solicitation.

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